

REMARKS

Claims 1-65 remain in the application. Claims 1-65 were rejected. Applicant respectfully thanks the examiner for his time in the personal interview of 23 July 2004. In the interview, the Klayh reference was discussed.

Interview Summary of July 23, 2004

Applicant argued that the present invention distinguishes from Klayh because Klayh stores all his information at a central data center. When a holder of a card attempts to use it at any property in the system of Klayh, the system accepts/rejects the card using the data stored at the central data center. In Comparison, the Applicant stated that the claimed invention stores cashless instrument data at a first property where the instrument is generated. When a holder attempts to use the instrument at a second property, the system accepts/rejects the instrument using the data at the first property. In this case, the central clearinghouse operates as a facilitator between the properties.

Rejections under 35 U.S.C. § 102(e)

Claims 1, 9-13 and 32-34 are rejected under 35 U.S.C. 102(e) as being anticipated by Klayh, U.S. 2003/0050831. A1. The rejection is respectfully traversed.

The present invention, as recited in the pending claims, describes a cashless instrument transaction clearinghouse where "the cashless instrument transaction clearinghouse at least (i) receives cashless instrument validation requests from a first property for a cashless instrument presented at the first property where the cashless instrument was generated at a second property and (ii) sends information to a second gaming property requesting the second property to approve or reject the cashless instrument validation request." Applicant believes this limitation is not described by the Klayh reference. The reasons for this assertion are enumerated as follows.

In Klayh, account data relating to how many credits a player has in their account is stored at a central data center 3 (see FIG. 1, paragraphs 47-64). When a player attempts to access their credits in their account, the transaction is always cleared at the central data center 3. Therefore, if the player deposited credits in their account at a first property and is issued a card that allows them to access the credits and then wants to use their credits at a second property by accessing their account using the card, a transaction takes place between a device at the second property and the central data center 3. However, the first property where the credits were deposited in the account at the central data center 3 is not contacted in this transaction. It is not necessary to contact the first property because all of the account data is stored in databases at the data center 3.

In the present invention, a cashless instrument may be generated at a first property and then the player may attempt to use the cashless instrument at a second property. In the present invention, a transaction occurs between devices located at the second property, the first property and the cashless instrument transaction clearinghouse. The cashless instrument transaction clearinghouse sends information to the property where cashless instrument was generated requesting a device at the property to approve or reject the cashless instrument validation request. This portion of the transaction never occurs in Klayh because all of the account data is stored in the central data center 3. Thus, in Klayh, there is no reason to contact a property where the credits were first deposited into the player account. Therefore, for at least these reasons, Klayh can't be said to anticipate the invention 1, 9-13 and 32-34 and the rejection is believed overcome thereby.

Rejections under 35 U.S.C. § 103

Claims 2-8, 14-20, 28 and 35-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klayh in view of Schneier, B, "Applied Cryptography."

Examiner relies on Schneier to teach encryption methods. Klayh, for the reasons cited above, does not anticipate or render obvious the present invention. Schneier does not overcome the deficiencies cited in Klayh. Therefore, for at least these reasons, the combination of Klayh and Schneier can't be said to render obvious the present invention and the rejection of claim 2-18, 14-20, 28 and 35-39 is believed overcome thereby.

Claims 21-27, 29-31 and 40 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klayh in view of Schneier in further view of Fox (6, 560,581).

Examiner relies on Schneier and Fox to teach encryption method. Klayh, for the reasons cited above, does not anticipate or render obvious the present invention. Schneier and Fox do not overcome the deficiencies cited in Klayh. Therefore, for at least these reasons, the combination of Klayh, Schneier and Fox can't be said to render obvious the present invention and the rejection of claim 21-27, 29-31 and 40 is believed overcome thereby.

Claims 50-54 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klayh in view of Schneier in further view of Gennaro (5, 937, 066).

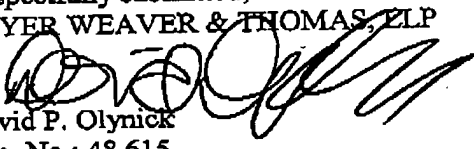
Examiner relies on Schneier and Gennaro to teach encryption method. Klayh, for the reasons cited above, does not anticipate or render obvious the present invention. Schneier and Gennaro do not overcome the deficiencies cited in Klayh. Therefore, for at least these reasons, the combination of Klayh, Schneier and Gennaro can't be said to render obvious the present invention and the rejection of claim 50-54 is believed overcome thereby.

Claims 55-65 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klayh in view of Schneier and Fox in further view of Gennaro (5, 937, 066).

Examiner relies on Schneier, Gennaro and Fox to teach encryption method. Klayh, for the reasons cited above, does not anticipate or render obvious the present invention. Schneier, Gennaro and Fox do not overcome the deficiencies cited in Klayh. Therefore, for at least these reasons, the combination of Klayh, Schneier, Fox and Gennaro can't be said to render obvious the present invention and the rejection of claim 55-65 is believed overcome thereby.

Applicant believes that all pending claims are allowable and respectfully requests a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at the telephone number set out below.

Respectfully submitted,
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